sequently, on the basis that a deed to the grantor is inoperative, there has been no conveyance of one-fourth of the estate, and the result reached by the court is correct.

EQUITY — JURISDICTION — CANCELLATION OF FRAUDULENT BIRTH CERTIFICATE. — *Held*, that equity has jurisdiction to perpetually enjoin the use as evidence of a fraudulent birth certificate, and to order such certificate to be cancelled. *Vanderbilt* v. *Mitchell*, 67 Atl. 97 (N. J., Ct. Err. and App.). See NOTES, p. 54.

HIGHWAYS — ADDITIONAL SERVITUDES — INTERURBAN ELECTRIC RAILROADS. — The defendant railway company operated a large number of passenger and freight trains daily over a T rail, double track line on a city street. Trains composed of heavy railroad cars were run over this line to surrounding towns at a high rate of speed and with few stops. The plaintiff, an abutting owner of the fee of the street, sued for compensation. *Held*, that he cannot recover. *Kinsey* v. *Union Traction Co.*, 81 N. E. 922 (Ind., Sup. Ct.).

A new use of the public easement over highways is an additional servitude, for which the abutting owners are entitled to compensation, if it is not within the general purpose for which the easement was created. *Schaaf* v. *Railway Co.*, 66 Oh. St. 215. A street railway is within that purpose. *Atty.-General* v. *Metropolitan Railroad Co.*, 125 Mass. 515. But a steam commercial railroad is not. *Bond* v. *Pennsylvania Co.*, 171 Ill. 508. Although there is much controversy as to an interurban electric road, the weight of authority is that if it carries freight it is an additional servitude. *Linden Land Co.* v. *Milwaukee Ry. Co.*, 107 Wis. 493. This view is adopted by the dissenting judges in the principal case, who point out that the road only differs from a steam commercial railroad in its motive power. User, however, and not motive power, is the proper test. *William* v. *City Electric St. Ry. Co.*, 41 Fed. 556. It is difficult to reconcile the decision with the authorities, but there has been a gradual development in this branch of the law in recent years recognizing the modern tendency to permit a more extensive use of highways than was originally intended, so that the case seems merely a further step in advance.

ILLEGAL CONTRACTS — CONTRACTS AGAINST PUBLIC POLICY — PROMISE TO MARRY AFTER DEATH OF EXISTING WIFE. — The defendant promised to marry the plaintiff after the death of his wife, the plaintiff knowing at the time that he then had a wife. *Held*, that the contract is not void as against public policy. *Wilson* v. *Carnley*, 23 T. L. R. 757 (Eng., K. B. Div., July 31, 1907).

If a plaintiff was honestly unaware of defendant's existing marriage, that marriage is, of course, no defense to an action for breach of promise. *Wild* v. *Harris*, 7 C. B. 999; *Kelley* v. *Riley*, 106 Mass. 339. But where the plaintiff was not innocent, American courts have held that contracts looking to future marriage are immoral and give no legal rights. *Paddock* v. *Robinson*, 63 Ill. 99; *Noice* v. *Brown*, 38 N. J. L. 228. A dictum by Baron Pollock was the basis for these decisions. See *Millward* v. *Littlewood*, 5 Exch. 775. Contingencies are possible where an engagement before the death of a first wife might be upheld, for example, if made at her request, or after her insanity; but an arrangement of the kind made in the present case manifestly tends to immorality, and American law properly denotes these contracts as *contra bonos mores*. The contrary conclusion drawn by the English court appears to be due to the modern sentiment that it is impolitic to extend the classes of contracts which courts may refuse to enforce merely because the transactions they contemplate seem opposed to the public welfare.

INNKEEPERS — DUTY TO GUESTS — LIABILITY OF INNKEEPER FOR INSULT TO GUEST. — The plaintiff was a guest at the defendant's hotel. At night one of the employees of the hotel, by order of the defendant, forcibly entered the plaintiff's room, used insulting language, and threatened to turn her out as a disreputable woman. *Held*, that the defendant is not liable. *DeWolf* v. *Ford*, 104 N. Y. Supp. 876 (App. Div.).